



Contract #

152217

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
 Department Name: Environmental Quality Agency Code: 480 Division Name: _____, referred to as (STATE), and the
 following CONTRACTOR:

Central Utah Public Health Department

Name

70 Westview Drive

Address

Richfield

Utah

84701

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Government Agency

Contact Person Bruce Costa Phone #435-896-5451 x316 Email bcosta@utah.gov
 Vendor #06138B Commodity Code #92535

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
 Environmental Services, as described in the attached workplan.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# NA, FY _____,
 Bid# NA or a pre-approved sole source authorization (from the Division of Purchasing) # SSNA.
4. CONTRACT PERIOD: Effective Date: 7/1/2015 Termination Date: 6/30/2016 unless terminated early or extended in accordance with
 the terms and conditions of this contract. Renewal options (if any): NA. All payments under this contract will be completed within 90
 days after the Termination Date.
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$117,814 for costs authorized by this contract. Additional
 information regarding costs: Payments will be made in quarterly installments on August 1, November 1, February 1, and May 1 of the
applicable fiscal year.
6. ATTACHMENT A: State of Utah ☐ Standard Terms and Conditions [for goods]; or ☒ Terms and Conditions for Professional Services
 ATTACHMENT B: Environmental Service Delivery Plan
 ATTACHMENT C: Digital Signature Clause
 ATTACHMENT D: N/A
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # NA dated NA.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Bruce Costa

Contractor's signature

6-1-15

Date

STATE

Brad Johnson

Agency's signature

6/17/2015

Date

Type or Print Name and Title

CONTRACT RECEIVED AND

Director, Division of Purchasing

Date

DIVISION OF FINANCE

JUN 18 2015

Director, Division of Finance

Renette Anderson

Agency Contact Person

801-536-4478

Telephone Number

801-536-4441

Fax Number

renetteanderson@utah.gov

Email

(Revision 10/29/13)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and

consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
16. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
17. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees

that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.

20. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

21. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.

23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.

24. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

25. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

27. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
33. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
35. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
36. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
37. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
40. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
41. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
42. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
43. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 12 February 2015)

Attachment B

Central Utah Health Department Environmental Service Delivery Plan FY2016

Air Quality

| GOAL | OBJECTIVE | MEASURABLE | REPORTED |
|---|--|--|--|
| Provide air quality information to the public. As appropriate, alert the Division of Air Quality to compliance issues. | Provide information to the public directly - through outreach activities, answers to questions, and/or printed information - and indirectly - via the Web and social media outlets. As appropriate, refer air quality compliance issues to Division of Air Quality staff. | A brief summary on how objectives were met. To the extent possible, provide the number of people reached. Timely referral of issues. A brief summary of the types of issues handled directly as part of the annual report. | Issues requiring action reported directly to Rusty Ruby, compliance branch manager, at 801-536-4133 or rruby@utah.gov All other information, summarized annually, in conjunction with the End of Year Report. |

Drinking Water

| GOAL | OBJECTIVE | MEASURABLE | REPORTED |
|---|---|---|---|
| Maintain superior drinking water quality by ensuring adequate facilities, source protection and timely assistance to water system operators. Ensure 100% of affected systems have certified operators. | Provide basic service including but not limited to exam proctoring, random samples collected, distribute test bottles, emergency response, public relations, report information on new systems, and provide technical assistance. | 1. Number of Operator Certification Exams Proctored. (Tests may be by booklet or online.) 2. Percentage of regulated water systems with certified operators. 3. Number of emergency responses performed. 4. Number of new systems reported to DDW. | Annually, as part of the End of Year Report. Operator certification test booklets to be sent to DDW within three days of exam. |

| GOAL | OBJECTIVE | MEASURE | TO BE REPORTED |
|---|---|--|---|
| | Utilize the Division's standard reports, available on the Drinking Water website, to assist water utilities and answer their questions. Also, assist water utilities with accessing the same information via the web. | 5. Better informed water utility managers and operators. 6. Increase in compliance of the Safe Drinking Water Act by water systems. | |
| Ensure that sanitary surveys are conducted using established forms and following established guidance protocol. | Conduct the following sanitary surveys for reimbursement, using established protocol: 14017 MAPLE GROVE CAMPGROUND 20002 FAYETTE 21052 ASPEN HEART 21048 FREMONT INDIAN STATE PARK 28022 SUNGLOW CAMPGROUND 28009 ELKHORN CAMPGROUND & GUARD STATION 09014 PLEASANT CREEK CAMPGROUND 28008 SINGLE TREE CAMPGROUND 20063 PALISADE SUBDIVISION 14011 SCIPIO TOWN 20033 TWELVE MILE FLAT CG 14062 DELTA EGG FARM | Number of Sanitary Systems surveyed. Percentage of community water systems with approved ratings. Percentage of population served with approved ratings. | Send survey results as completed to DDW and within 30 days of the survey. |
| Conduct sanitary survey training for all those who perform sanitary surveys. | Send all those tasked to perform sanitary surveys to the Sanitary Survey training. | Number of representatives trained. | Annually, in conjunction with the End of Year Report. |

* Per 2009 Letter: The Division of Drinking Water (DDW) agrees to accept paper reports, as you requested, as long as they continue to be received in a timely fashion. This means weekly for the bulk of the sample results. The laboratory staff will need to continue to call the water system operators for total coliform positive samples and the water system operators and DDW staff (Janet Lee 801-536-0088) for e.Coli positive samples. The lab will also need to continue to meet the laboratory certification requirements administered by the Department of Health.

Environmental Response and Remediation: Underground Tanks

| GOAL | OBJECTIVE | MEASURE | TO BE REPORTED |
|---|--|--|---|
| Prevent release of hazardous and toxic substances into the environment. | Inspect UST closures. | Number of closure inspections performed. | <p>To the Division:</p> <ul style="list-style-type: none"> - Inspection forms: within two weeks of performing the inspection. - Number of closure inspections: monthly, by the 20th of the next month following the inspection. |
| | Review UST closure plans. | Number of plans reviewed. | <ul style="list-style-type: none"> - Number of plan reviews: monthly, by the 20th of the next month. |
| | Inspect UST installations, upgrades, and repairs. | Number of installation, upgrade, repair inspections performed. | <ul style="list-style-type: none"> - Inspection forms: within two weeks of performing the inspection. - Number of inspections: monthly, by the 20th of the next month following the inspection. |
| | Investigate complaints regarding UST releases, petroleum odors, free product, hydrocarbon-contaminated groundwater and drinking water and other allegations of UST violations. | Number of complaints investigated. | <ul style="list-style-type: none"> - Complaint: verbal within 24 hours followed by written report within two weeks. - Number of complaints: monthly, by the 20th of the next month. |

| GOAL | OBJECTIVE | MEASURE | TIME REPORTED |
|---|--|--|---|
| Prevent release of hazardous and toxic substances into the environment. | Conduct 50% of the compliance inspections required at High and Moderate Risk UST facilities within the district each year. The frequency of inspection at each facility will be determined in accordance with the <i>UST Compliance Section Inspection Prioritization Policy</i> . DERR will inspect the remaining certified facilities due for inspection in the district. The facilities to be inspected each year will be determined by mutual agreement between the District and the DERR. DERR will conduct follow-up inspections at facilities out of compliance for more than six months. | Number of leak detection inspections performed. Inspection reports submitted on time. | <ul style="list-style-type: none"> - Inspection forms: within two weeks of performing the inspection. - Number of inspections: monthly, by the 20th of the next month following the inspection. |
| | Identify non-notifiers. | Number and location of non-notifiers identified. | <ul style="list-style-type: none"> - Non-notifier information: within two weeks of identifying the non-notifier. - Number of non-notifiers: monthly, by the 20th of the next month. |
| | Personnel must be properly certified as UST Inspectors and Groundwater/soil Samplers | Successfully complete applicable certification or recertification requirements. | Annually, in conjunction with the End of Year Report. |

* Per 2009 Letter: DERR also understands Central will no longer do inspections (informal reports) on old, closed sites for the Brownfield and USTfield programs.

Solid and Hazardous Waste: Used Oil

| GOAL | OBJECTIVE | MEASURE | FOUR REPORTED |
|--|---|---|--|
| <p>Protect public health and the environment from exposure to contamination caused by improper treatment, storage, and disposal of used oil.</p> | <p>Inspect all used oil collection centers (UOCCs) every six months and submit an inspection report.</p> <ol style="list-style-type: none"> 1. Document inspections on UOCC Inspection Form provided by Division of Solid and Hazardous Waste (DSHW): <ol style="list-style-type: none"> a) Ensure all inspection forms are completely filled out. Use N/A if not applicable. b) On the bottom of the inspection report, annotate time spent to complete the inspection (include travel. c) Add comments, suggestions or issues in the note section. 2. Attach a print copy of photo(s) to each inspection form to document conditions and/or noncompliance and resolutions implemented. 3. Gather DYer log sheets at UOCCs and submit with inspection forms and photo(s). 4. Educate the UOCC on procedures, as needed: <ol style="list-style-type: none"> a) Educate that any orphan used oil can be listed on the log sheet. List it as 'orphan oil' and include date and quantity. b) Stress that the UOCC is not to accept business used oil unless it is properly registered through the Used Oil program. | <p>Number of UOCCs inspected.</p> <p>Complete inspection reports, to include checklists, log sheets and printed/labeled photographs of the UOCC.</p> <p>Documentation of any non-compliance and resolutions on the inspection form.</p> | <p>UOCC inspection forms, photos and log sheets submitted to the Division, semi-annually:</p> <ul style="list-style-type: none"> - No later than Jan. 20 (for July - Dec. activity) - No later than July 20 (for Jan. - June activity) |

| GOAL | OBJECTIVE | MEASURE | TO BE REPORTED |
|--|--|---|---|
| | <p>5. Identify and document all observed noncompliance of used oil rules and regulations on the inspection form.</p> <p>6. Confirm that noncompliance issues are followed up and corrected by the UOCC within an appropriate time frame. Include a statement of how any issues will be Resolved.</p> <p>7. Ensure that all used oil spills at UOCCs are cleaned up in a timely manner.</p> | | |
| <p>Protect public health and the environment from exposure to contamination caused by improper treatment, storage, and disposal of used oil.</p> | <p>Investigate all complaints regarding used oil releases and allegations of used oil violations, including complaints the LHD and DSHW receive from anonymous sources.</p> <p>1. Submit written report and, for major problems, photographs, describing the complaint and investigation process, including follow-up procedures and resolutions.</p> <p>2. For complaints that are resolved quickly, documentation should be submitted when the complaint has been resolved.</p> <p>3. For complaints that require extended follow-up, documentation should be submitted periodically.</p> | <p>All complaints regarding used oil releases are listed on the Semi-Annual Used Oil Report Form</p> <p>Allegations for used oil violations are investigated and reported on Used Oil Report Form and DERR database once completed.</p> <p>Written reports and photographs of investigations and resolutions of major problems are submitted.</p> | <p>Semi-annually on the UOCC Report Form:</p> <ul style="list-style-type: none"> - No later than Jan. 20 (for July – Dec. activity) - No later than July 20 (for Jan. – June activity) |

| GOAL | OBJECTIVE | MEASURE | TO BE REPORTED |
|---|--|---|---|
| | 4. Ensure that all complaints are investigated and verify the issues are being addressed in a timely and appropriate manner. If issues do not get resolved, ensure that appropriate enforcement actions are taken. | | |
| Protect public health and the environment from exposure to contamination caused by improper treatment, storage, and disposal of used oil. | Perform public outreach promoting used oil recycling to public groups such as the Chamber of Commerce, high school automotive shops, official boards and other organizations. | Number of public education presentations performed. | Semi-annually on the UOCC Report Form: - No later than Jan. 20 (for July – Dec. activity) - No later than July 20 (for Jan. – June activity) |
| | All used oil staff attend and participate in the used oil training session either electronically or in person if one is hosted by the DSHW. | Attendance and participation in used oil training seminar | Semi-annually on the Used Oil Report Form |

Solid and Hazardous Waste: Waste Tires

| GOAL | OBJECTIVE | MEASURE | TO BE REPORTED |
|--|---|------------------------------------|---|
| Protect public health and environment for improper handling of waste tires and perform responsibilities under the Waste Tire Act | Perform administrative duties in accordance with the Waste Tires Act. | Correctly process reimbursements. | Upon completeness review for reimbursements. |
| | Inspect waste tire recyclers and transporters in jurisdiction. | Inspections completed with photos. | Annually, in conjunction with the End of Year Report. |

*Acknowledge the authority of the County and Health Department to regulate the collection, transportation, and disposal of solid waste generated within its jurisdiction as provided for in Section 19-6-503, Utah Code Ann., 1953 as amended.

*Acknowledge the authority of the County and Health Department to enact and enforce ordinances regarding the management of used oil as provided for in Section 19-6-723, Utah Code Ann., 1953 as amended.

Water Quality

| GOAL | OBJECTIVE | MEASURE | TO BE REPORTED |
|--|--|---|---|
| Effectively implement the small wastewater disposal system program to protect the environment and enhance relations with and support of local health department. | <p>Administer small wastewater disposal systems to comply with Utah Administrative Code R317-4 and local rules.</p> <p>1. Review, approve, and inspect all new, repairs, and alterations to Conventional onsite systems, including Holding Tanks.</p> <p>2. Conduct complaint investigations and pursue corrections of any onsite system failures.</p> <p>3. Collect the \$25 for each new onsite wastewater system installed, and remit fees to DWQ by the 30th day of the month following the end of each quarter.</p> <p>4. Assure that all LHD staff involved in the review, approval, and inspection of onsite wastewater systems are trained and certified at the appropriate level per R317-11.</p> <p>5. Assure that all onsite system work is done by persons certified as appropriate according to R317-11.</p> | <p>1. Existence of plan review, perc test, soil log evaluation and inspection records.</p> <p>1. Number of systems approved.</p> <p>1. Number of systems inspected.</p> <p>1. Total number of systems in county.</p> <p>1. Number of Holding Tank approvals issued.</p> <p>2. Number of complaint investigations conducted.</p> <p>2. Number and type of failures identified and/or corrected.</p> <p>3. Fees remitted quarterly to DWQ.</p> <p>4. All staff are certified per R317-11 and identified as being Level 2 or 3.</p> <p>5. All work is done by persons certified per R317-11.</p> | Annually, in conjunction with the End of Year Report. |

| GOAL | OBJECTIVE | MEASURE | TO BE REPORTED |
|---|---|---|---|
| Communication and Training | To remain effective and knowledgeable, DWQ and LHD will continue to participate and communicate in onsite program matters. | <ol style="list-style-type: none"> 1. DWQ will notify LHD by a means of communication, when a representative comes into the LHD area for onsite program business. 2. DWQ will be represented at all COWP monthly meetings. 3. LHD will attempt to send a representative to monthly COWP meetings. 4. A representative of DWQ will attend the annual Utah Onsite Wastewater Association conference. 5. LHD will attempt to send a representative to the Annual Utah Onsite Wastewater Association conference. | Annually, in conjunction with the End of Year Report. |
| Effectively implement and administer the Liquid Waste Program in the collection, storage, transportation and disposal of all sewage wastewater. | <p>Administer the Liquid Waste Program per Utah Administrative Code R 317-550 to help prevent a public health hazard or nuisance or adversely affecting water quality.</p> <ol style="list-style-type: none"> 1. Every Liquid Waste hauler operating within the boundaries of the LHD will notify the LHD by filing a Notification Form with all required information, per R317-550-3. 2. Ensure that the disposal sites used by the Liquid Waste operators are maintained in a sanitary manner and adequate to receive and treat these wastes. | <ol style="list-style-type: none"> 1. List all Liquid Waste operators that have been granted a Notification Form. 1. LHD may conduct annual inspections on all the liquid waste trucks used by each operator. 1. Encourage the operator to obtain a surety bond issued by a corporate surety company. 3. LHD may inspect disposal sites used by the liquid waste operators, as determined as necessary. | |
| Identify and manage all pollution | Identification of surface water and | Number of uncontrolled pollution | Annually, in conjunction with the |

| GOAL | OBJECTIVE | MEASURE | TO BE REPORTED |
|--|---------------------------------|--|---------------------|
| sources to insure continued beneficial uses of water and public health protection. | ground water pollution sources. | sources identified and addressed or referred to DEQ. Number of fish kills and/or spills investigated. | End of Year Report. |

Water Quality: Get the Mercury Out

| GOAL | OBJECTIVE | MEASURE | TO BE REPORTED |
|--|---|---|---|
| Encourage pollution prevention to Utah citizens through programs that target the reductions of special wastes. | Contractor will serve as a collection center for citizens needing to dispose of mercury containing household products. Funds provided by DEQ cover mercury disposal, through state contract with Veolia ES. | Pounds of mercury collected and properly disposed of through Veolia ES. | Annually, in conjunction with the End of Year Report. |

Executive Director's Office

| GOAL | OBJECTIVE | MEASURE | TO BE REPORTED |
|--|---|--|---|
| Improve the effectiveness and efficiency of state wide delivery of environmental services by strengthening relationships with local health departments and local government. | Contractor will provide office space and support services for one DEQ District Engineer. Update Environmental Service Delivery Plan. | Signed contract between DEQ and Central Utah Public Health Department. Updated Environmental Service Delivery Plan. | Annually, in conjunction with the End of Year Report. |

Radiation Control: Radon

| GOAL | OBJECTIVE | MEASURE | TO BE REPORTED |
|--|---|--|---|
| <p>Problem radon areas are identified. Radon tests results are tracked by database by geographic location to enhance identification of problem radon areas.</p> <p>Promote radon awareness, testing, mitigation, and Radon Resistant New Home Construction</p> | <ol style="list-style-type: none"> 1. Arrange for and provide staff training, using DRC Radon Coordinator. 2. Answer questions and provide information on radon. Increase public awareness regarding radon testing and mitigation. 3. Purchase and make available Radon home testing kits. Include information when handing out. Radon kits can be purchased through AirCheck.com. | <ol style="list-style-type: none"> 1. Document the number of radon calls/emails received and responded to. 2. Document all radon educational and awareness activities coordinated, conducted, and/or attended. | <p>Annually, in conjunction with the End of Year Report.</p> <p>AirCheck data to be provided to DRC as it is available.</p> |

Dept. of Environmental Quality
Digital Signature Clause

If you intend to utilize digital (scanned or faxed) signatures for an agency contract, you must include the clause below. This clause should be in the Scope of Work or other applicable attachment to the contract.

Consideration should be given, as to the type of contract and the dollar amount, in deciding if digital signatures should be used.

CLAUSE:

It is the intent of the parties that this contract may not be denied legal effect, validity, or enforceability solely because a digitized or facsimile signature was used in its formation. The parties agree that any party's digitized or facsimile signature on this contract manifests that party's intent to execute the contract.

